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Attorney for Defendants
Land Technology, Inc., a California corporation,
and Shelley Renee Shahren, aka Shelley Drewry, an individual

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Gil Crosthwaite and Russ Burns, etc.,

Case No. C 07 5321 TEH

Plaintiffs,

vs.

Land Technology, Inc., a California
corporation, *et al.*,

Defendants

**ANSWER OF DEFENDANTS LAND
TECHNOLOGY, INC., A CALIFORNIA
CORPORATION, AND SHELLEY
RENEE SHAHEN, aka SHELLEY
DREWRY, AN INDIVIDUAL, TO
COMPLAINT TO COMPEL AUDIT**

Defendants Land Technology, Inc., a California corporation, and Shelley Renee Shahren,
aka Shelley Drewry, an individual (collectively the “Defendants”), answers the Complaint to
Compel Audit (the “Complaint”) as follows:

Answer of Defendants Land Technology,
Inc., a California corporation, and Shelley
Renee Shahren, aka Shelley Drewry, an
Individual, to Complaint to Compel Audit
Case No. C 07 5321 TEH

I. PARTIES

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2 1. Answering Paragraph 3, the Defendants deny that Shelley Renee Shahren, aka Shelley
3 Drewry ("Shahren") is an employer and denies that she personally guaranteed payment of fringe
4 benefits.

II. JURISDICTION

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6 2. The Defendants admit the allegations in Paragraphs 4 through 6 and admit that
7 jurisdiction exists in this Court.

III. VENUE

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9 3. The Defendants deny the allegations in Paragraphs 7 and 8, except for the allegation that
10 the Plaintiffs administer the plans in this district.

IV. INTRA DISTRICT ASSIGNMENT

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12 4. The Defendants deny each and every allegation in Paragraph 9.

V. BARGAINING AGREEMENT

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14 5. Answering Paragraph 10, the Defendants deny that defendant Shahren entered into a
15 collective bargaining agreement with the Union.

16 6. The Defendants deny each and every allegation in Paragraph 12.

17 7. Answering Paragraph 13, the Defendants deny that defendant Shahren has personal
18 obligations under the collective bargaining agreement.

19 8. Answering Paragraph 14, the Defendants deny that defendant Shahren has personal
20 obligations under the collective bargaining agreement.

VI. FACTS

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22 9. The Defendants deny each and every allegation of Paragraph 15 and allege that an audit
23 in fact has been conducted by the representatives of the Union.

24 10. The Defendants deny each and every allegation in Paragraph 16 and allege that an audit
25 in fact has been conducted by the representatives of the Union.

26 11. Answering Paragraph 17, the Defendants deny that defendant Shahren has the statutory

27 Answer of Defendants Land Technology,
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1 duties alleged therein.

2 12. The Defendants deny each and every allegation in Paragraph 18.

3 13. Answering Paragraph 19, the Defendants deny that defendant Shahren has any
4 contractual duties under the collective bargaining agreement.

5 14. The Defendants deny each and every allegation in Paragraph 20.

6 15. The Defendants deny each and every allegation in Paragraph 21 except the allegation
7 that this Court is authorized to issue injunctive relief in an appropriate case. The Defendants deny
8 that the criteria for issuing an injunction exist in this case.

9 16. The Defendants deny each and every allegation in Paragraphs 23 through 26 and deny
10 that they are obligated to the Plaintiffs in any sum.

11 **VII. FIRST AFFIRMATIVE DEFENSE**

12 17. The Complaint fails to state a claim upon which relief can be granted.

13 **VIII. SECOND AFFIRMATIVE DEFENSE**

14 18. The Complaint is barred by the Statute of Frauds as to defendant Shahren.

15 **IX. THIRD AFFIRMATIVE DEFENSE**

16 19. The Complaint is vague and uncertain and although alleged to be based on a written
17 contract, such contract is not attached to the Complaint.

18 **X. FOURTH AFFIRMATIVE DEFENSE**

19 20. The Complaint is moot in that the audit prayed for has occurred.

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XI. PRAYER

WHEREFORE, the Defendants pray that the Plaintiffs take nothing by the Complaint, that judgment be entered in favor of the Defendants for their costs, including reasonable attorney's fees, and that the Court enter other orders as appropriate.

Dated: November 21, 2007

Respectfully submitted,

/s/ David C. Johnston

David C. Johnston
Attorney for the Defendants
Land Technology, Inc., a California
corporation, and Shelley Renee Shahan, aka
Shelley Drewry, an individual

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